

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
WESTERN DISTRICT

RECEIVED
20 FEB -7 AM 10:50

THOMAS M. GOULD
CLERK, U.S. DISTRICT COURT
W/D OF TN, MEMPHIS

LATASHA CHANTA TENNIAL,

Appellant,

v

Civil No.: 2:19-cv-2688-JTF-tmp

REI NATION LLC,

Appellee(s),

Bankruptcy No. 18-28470

**LATASHA C. TENNIAL- APPELLANT'S MOTION
TO
SHOW CAUSE AS ORDER JANUARY 21, 2020**

COME NOW, LaTasha Tennial, the Appellant, and to file this Motion to Show Cause and to demonstrate why the Defendant's motion should be denied. I will show this Honorable Court the following:

SUMMARY

Whereas, there have been four transactions to occur involving my homestead, 3 out of 4 transactions violated the local, state, and federal laws, as well as my rights. The actions were taken against me and caused physical, emotional, mental, and financial injuries as a direct result. The Defendant and its agents intentionally misrepresented itself before the United States Bankruptcy Court which contributed the Order for relief being granted to the Defendant. REI

NATION is not entitled to possession of my home; the defendant and its agents violated bankruptcy codes; lastly the Defendant is not a creditor of my chapter 13 plan, the Special Warranty Deed is void, and the Defendant is not owed relief.

FACTS

1. REI Nation and its agents recorded a Special Warranty Deed with Shelby County June 25, 2019.
2. February 6, 2019 a FULL RELEASE OF LIEN for the 2nd mortgage was recorded in Shelby County.
3. Quit Claim with the County July 15, 2015 BY Rubin Lublin/Bank of America
4. A Substitute Trustee's Deed was recorded by May 8, 2015 by Rubin Lublin/ Bank of America; the Foreclosure procedures were not followed.

ISSUES

- Rubin Lublin LLC/ Bank of America and; or Carrington conducted a "Dual Track" foreclosure.
- Rubin Lublin / Bank of America Quit Claim is Void because an Order for an IMPOSED automatic stay was entered June 15, 2015.
- The Substitute Trustee Deed is Voidable; and or VOID because it was back-dated and recorded during bankruptcy chapter 13 filing.
- The five year lien placed on the property in 2013 had not been released.
(This lien and Deed of Trust is evidence that the \$39, 844.00 paid to Carrington on my behalf was to take the loan out of default status.)
- The mortgage assignment is void. There are defects and the chain of title is unclear.

ANALYSIS

(a.) It appears that Community Mortgage Corporation assigned the loan twice. Once to Countrywide Home Loans 30 days after closing; and nearly two years later to Community Mortgage/*Recontrust Company, N.A.* reassigned the loan to BAC Home Loans Servicing, LP.

(b.) However, the loan has transferred about six times. (c.) Yet, the “Note” only has four endorsements; two of the endorsements have very different signatures with two different titles for the same person (Michele Sjolander, Bank of America). (d.) The endorsement of BAC Home Loans Servicing LP is missing as well as Carrington Mortgage Services, LLC and neither has not been recorded. (e.) The “Note” does not have any dates and are not is a synchronized order it is unclear and there is no way of telling if the endorsements were done after it was brought to the attention of Bank of America, N. A. in the previous District case no. 2:16-cv-02913-cgc. (f.) My last statement from Carrington was November of 2017 prior to that it has been very unclear as to the status and ownership of the loan.

CONCLUSION

The Defendant’s Deed is VOID because Bank of America’s Quit Claim is VOID; the Quit Deed is void because the foreclosure fraudulent Bank of America never took the loan out of default status. The foreclosure was conducted without notice, the foreclosure was dual tracked there are clear RESPA violations, the acceleration wasn’t authorized by the “Secretary” (Secretary of Housing and Urban Development), Carrington Mortgage Services concurrently foreclosed before completing the modification review; and before the appeal period had been exhausted. In addition to that the “Note” does NOT authorize acceleration when not permitted by HUD regulations. **It is important to note:** The assignment was last recorded in 2010 but

was a part of the INDEPENDENT FORECLOSURE REVIEW settlement, when Bank of America was found in connection with an aggressive enforcement action related to deficient mortgage servicing and foreclosure processes and including reasons mentioned in section (b.) through (f.) and should be deemed void.

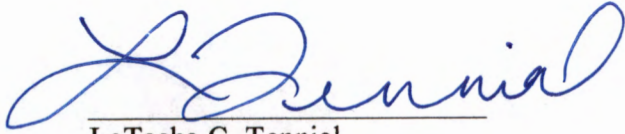
Furthermore, Mr. McElroy filed bankruptcy chapter 13 on my behalf 10/10/2018 and the Court of General Sessions' Office of the Clerk was put on notice of my bankruptcy chapter 13 filings. (a)Therefore, when REI Nation filed its FED case Tuesday, July 2, 2019 no relief had been granted to REI Nation. (b.) Likewise, June 26, 2019 the Defendants filed its Special Warranty Deed in Shelby County no relief had been granted. (c.) The Defendant relief was granted September 11, 2019 by false pretenses.

- Whereas, Bank of America recorded a Quit Claim Deed July 1, 2015 is void because of an Order granting motion to impose automatic stay entered June 15, 2015.
- May 1, 2013 Carrington became the servicer of my loan; Bank of America transferred the loan Carrington.
- I never entered into an agreement with the Defendant.

The Defendant presented an INVALID Special Warranty Deed dated June 18, 2019; recorded on June 25, 2019 as evidence to this Honorable Court as well as to the United States Bankruptcy Court, Shelby County General Sessions Court and the Circuit Court as proof of ownership and it should not be allowed. The defendant is merely a Strawman of Bank of America and has no real interest in the property.

I pray for relief. I pray that the previous Order is overturned.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "LaTasha C. Tennial", is written over a horizontal line.

LaTasha C. Tennial

February 7, 2020